

BROKEN PROMISES

How the cattle industry in the Amazon is still connected to deforestation, slave labour and invasion of indigenous land

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GREENPEACE

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INTRODUCTION

Following a three-year investigation, Greenpeace published a report in 2009 that revealed the cattle sector's role as the key driver of deforestation in the Brazilian Amazon. 'Slaughtering the Amazon' shows how national and international companies unwittingly participate in this destruction. The three largest companies processing meat and tanned leather in Brazil - JBS/Friboi, Minerva and Marfrig - signed a public agreement in October 2009 committing to no longer purchase cattle from ranches that have recently deforested or that are located on indigenous lands.

Just two years later, Greenpeace analyzed government trade data from the Amazonian state of Mato Grosso and found that the supply chain of the largest of these companies, despite its commitments, still has connections to illegal deforestation, slave labour and invasion of indigenous land¹.

In this publication, we present cases where JBS purchased cattle from properties in contravention of their agreement: properties situated within indigenous lands, on the slave labour blacklist compiled by the Labour Ministry or embargoed by IBAMA, which have supplied cattle to JBS from January 2011 to May 2011 (page 8)¹.

This discovery demonstrates weaknesses in the supply chain for responsible leather and meat products. Consumers buying products originating from JBS' supply chain cannot be assured their products are responsibly sourced, meaning not contributing to deforestation and slave labour.



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BRAZILIAN FOREST CODE

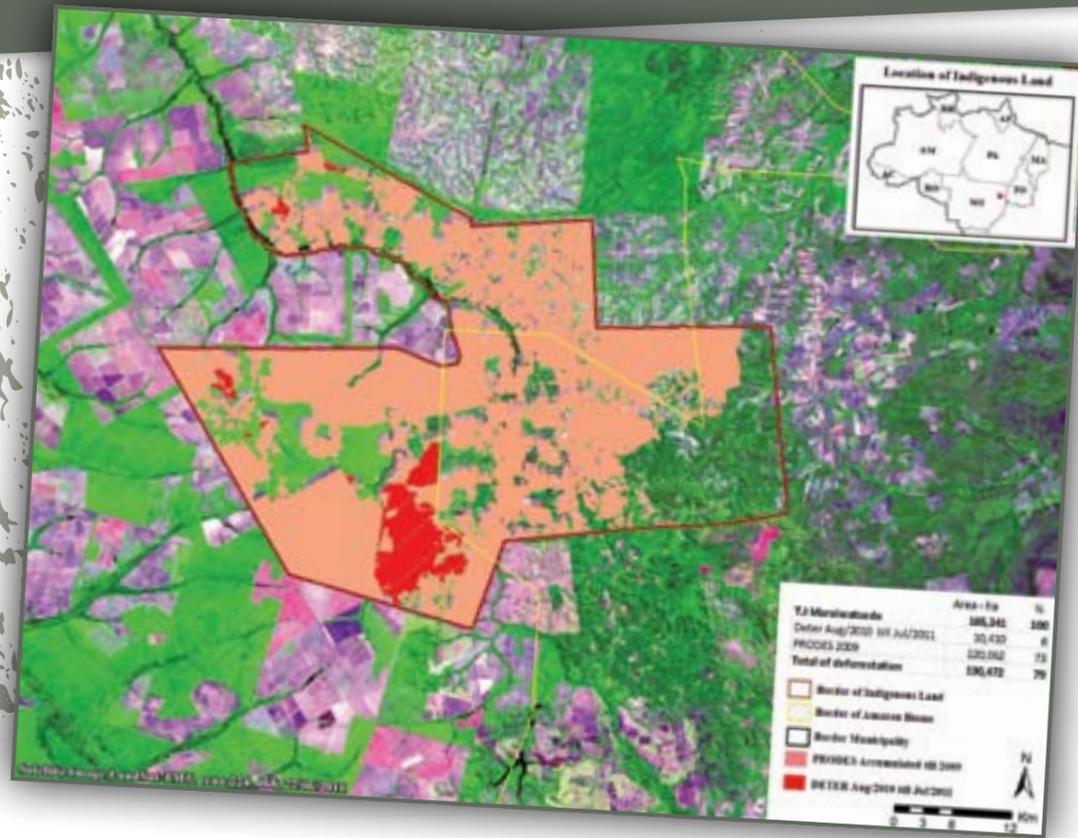
In part, this problem can be related back to current discussions of a new Forest Code in Brazil. On 24 May 2011, the Brazilian House of Deputies approved a proposal for new legislation that could significantly impact on the country's commitment to reduce its greenhouse gas emissions through an 80% cut in deforestation by 2020. The proposal, which would radically weaken current forest laws, increases the area available across the country for "legal" deforestation and gives general amnesty to previous illegal deforestation.

This proposed law would also have an impact on commitments adopted and implemented by soy and cattle companies over recent years, to exclude suppliers engaged in deforestation from their supply chains. By legally increasing the amount of land a farmer could deforest, companies would see a much larger supply of products connected to deforestation in the market. If approved, the companies would require more extensive and costlier controls and monitoring to ensure a segregated "deforestation-free" supply.

If approved by the Senate, the final fate of the Forest Code rests with Brazilian President Dilma Rousseff, who has committed to vetoing any legislation that increases deforestation. It is important for companies leading efforts to end deforestation inside Brazil and internationally to support the President's commitment, and inform business partners of the possible impacts the proposed changes could have on commercial relationships.

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MARAIWATSEDE INDIGENOUS LANDS



“Beautiful old forest”. The meaning of the word Maraiwatsede should be an apt description of this indigenous land. However, this land, home to around a thousand Xavantes Indians^{III}, is today a devastated area in the north of Mato Grosso, a region known as Vale do Araguaia.

The Xavante people are forced to live on only 20% of the 165,000 hectares reserved for them^{IV}. For years, the remaining 80% has been in the hands of large farms, most of which are involved in raising livestock^V. To provide space for their cattle, farmers have cut down most of the forest in these areas^{VI VII} and they have put up fences that prevent the indigenous people from accessing their own land.^{VIII}

The precarious conditions in the village contrast with those of the farms. While lack of food and clean water is common place in the indigenous community, large tracts of pasture occupying the deforested areas serve to feed cattle^X. Analysis of animal shipments carried out by Greenpeace revealed that animals from 15 farms located on the Maraiwatsede Indigenous Land were supplied to the JBS slaughterhouse in 2011 (page 8).^X

The occupation of indigenous lands for cattle ranching

has reached a critical point. The indigenous people can no longer fish because the rivers have run dry or are contaminated^{XI}. The fish that feed the population are caught miles away. It is the same for the building of indigenous homes. Without the surrounding forest — of which 85% has been cut down — the indigenous people must purchase wood, vines and straw elsewhere^{XII}.

The situation has generated disputes between the Xavantes and the occupying cattle ranchers. Formal police complaints from these conflicts range from setting a private school bus on fire^{XIII} to attempted murder^{XIV}. Among the complaints, the local farmers are accused of ordering an attempted massacre not only against members of the village, but also against FUNAI (the governmental indigenous protection agency) agents and missionaries that operate in the region^{XV}.

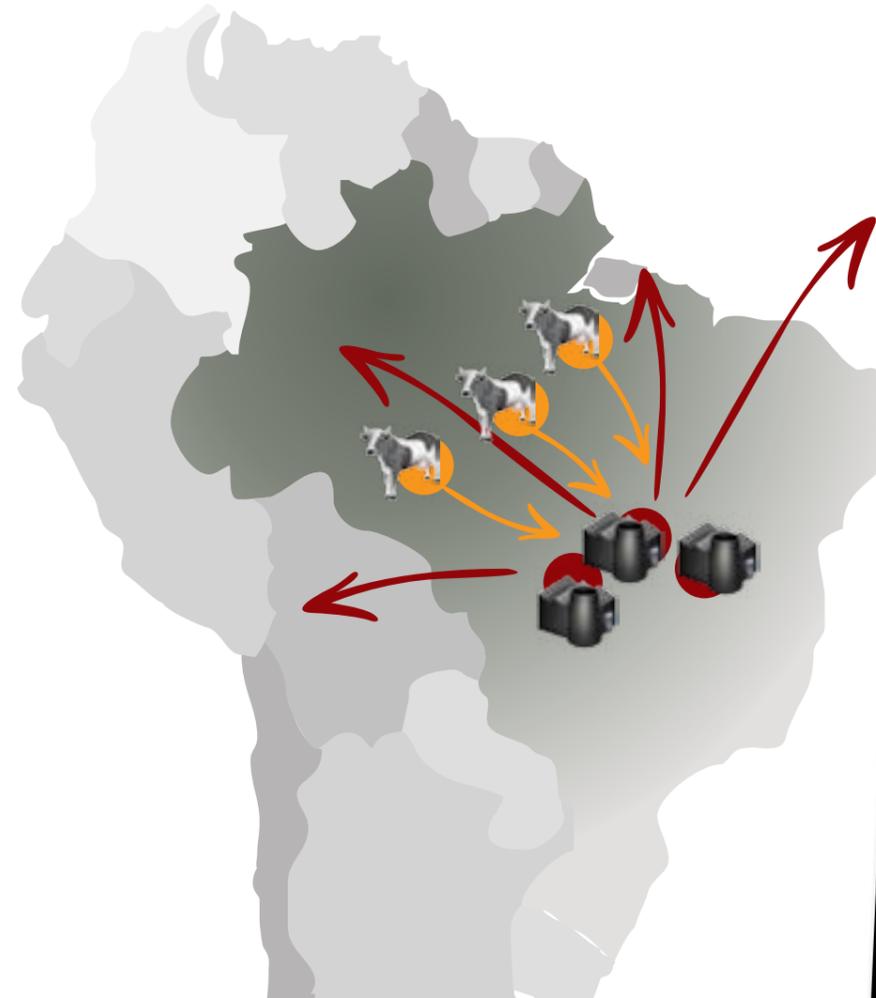
Demarcated in 1993 and brought into force in 1998^{XVI}, Maraiwatsede is the opposite of what the law envisioned for an indigenous land. On paper, the legislation is clear in prohibiting “any person outside the tribal group (...), as well as livestock raising or mining activities”^{XVII} on those areas reserved for indigenous communities. However, it is precisely these activities that are being carried out.

EXPOSING THE PROBLEM

With the largest commercial cattle herd on the planet^{XVIII}, Brazil has enjoyed its position as the world’s foremost meat exporter^{XIX} for years. Behind its success, however, lies the fact that a large part of the Amazon has been cut down, as a result of ‘slash and burn’. Around 62 million ha of land^{XX} is now occupied by cattle.

Of the 720,000 or more square kilometres that the largest tropical forest has lost over the last 40 years^{XXI}, 61%^{XXII} has become pastureland for cattle. The expansion of cattle ranching in the Amazon region is largely responsible for Brazil being among the five largest emitters of greenhouse gases in the world^{XXIII}.

In June 2009, the Greenpeace report ‘Slaughtering the Amazon’^{XXIV} revealed how the raising of livestock in the Amazon is associated with deforestation, the invasion of indigenous lands and forest conservation areas, slave labour and conflict over land. The report also presented how these problems are connected to food, shoes, furniture and cars all over the world, through a complex, international chain of custody.



SOCIETY MOBILISES FOR A SOLUTION

Timeline:

- June 1, 2009** – Greenpeace ‘Slaughtering the Amazon’ report is launched. On the same day, a Brazilian Federal District Attorney files a billion-dollar lawsuit against Bertin, 20 farms and 10 other cattle companies at the frontiers of Amazon destruction^{XXV}.
- June 10, 2009** – Brazil’s three biggest supermarket giants – Walmart, Carrefour and Pão de Açúcar (affiliated to Casino) – announce that they will cancel contracts with farms involved in Amazon deforestation in Para state^{XXVI}.
- June 12, 2009** – World Bank (IFC) revokes US\$ 90 million loan to Bertin^{XXVII}.
- June 22, 2009** – The world’s fourth largest beef trader, Marfrig, commits to a moratorium on Amazon deforestation^{XXVIII}.
- June 24, 2009** – Walmart Brazil commits to a zero-deforestation supply chain policy^{XXIX}.
- July 22, 2009 – August 3** – Nike^{XXX}, Adidas^{XXXI}, Timberland^{XXXII}, Clarks^{XXXIII} and Geox announce they will not buy leather from the Amazon unless their suppliers commit to supporting an immediate moratorium on any further cattle expansion in the Amazon.
- August 14, 2009** – The world’s largest leather exporter and Brazil’s second-largest beef exporter, Bertin, commits to zero deforestation in the Amazon^{XXXIV}.
- Sept 25, 2009** – JBS-Friboi, the world’s largest exporter of meat products announces that it will no longer buy cattle raised in areas of the Amazon that have been deforested after July 22, 2009^{XXXV}.
- October 5, 2009** – JBS, Bertin, Marfrig and Minerva come together at an event at the Getúlio Vargas Foundation (FGV), in São Paulo, to publicly announce^{XXXVI} the adoption of MINIMUM CRITERIA FOR INDUSTRIAL-SCALE OPERATIONS WITH CATTLE AND BOVINE PRODUCTS IN THE AMAZON BIOME^{XXXVII}.
- October 27, 2009** – JBS and Bertin subsequently merge their operations.

SIGNATURE OF THE AGREEMENT

MINIMUM CRITERIA FOR INDUSTRIAL-SCALE OPERATIONS WITH CATTLE AND BOVINE PRODUCTS IN THE AMAZON BIOME

The following criteria apply to all agribusiness companies operating within the Brazilian Amazon biome, hereafter referred to as COMPANIES, and for all and any property which supplies COMPANIES with cattle, including beef, leather and other cattle by-products. These criteria must be met as pre-conditions to any purchase or commercial contract and in all relevant operations of the COMPANIES, their affiliates and subsidiaries. The criteria shall not be used to justify future deforestation of any kind in any other region.

1. ZERO DEFORESTATION IN THE SUPPLY CHAIN:

No new deforestation for cattle ranching will be accepted after 5th October 2009.

a) Within a period of six months after the signing of the commitment to adopt these criteria, COMPANIES commit to proving, in a manner that can be monitored, verified and reported, that no rural property which directly supplies cattle for slaughtering (fattening farms) and is engaged in deforestation in the Amazon biome after the reference date of this agreement, is on its supplier list.

b) Within a period of two years after the signing of the commitment to adopt these criteria, COMPANIES commit to proving, in a manner that can be monitored, verified and reportable, that none of their indirect suppliers (such as rearing and nursery farms involved in the COMPANIES' supply chain) engaged in deforestation of the Amazon biome after the reference date of this agreement, is on the supplier list.

c) Within a period of six months, the COMPANY will reassess, together with Greenpeace and other stakeholders, the deadlines related to indirect suppliers quoted on item 1.b.

d) Rural properties in the Amazon biome where deforestation is proven to be taking place after the reference date of this agreement will be excluded from the COMPANY's list of suppliers and will only be accepted again after they have proved environmental damages have been repaired, have signed the Terms of Adjustment of Conduct (TAC), any applicable fines have been paid and can provide evidence of complying with current environmental legislation into force, including complying with the one related to land tenure.

2. REJECTION OF INVASION OF INDIGENOUS LANDS AND PROTECTED AREAS:

COMPANIES and their products must be free from involvement in the invasion of indigenous lands and protected areas under federal, State or municipal law.

a) Farms accused by the Public Prosecution Office (MPF) or FUNAI (the National Agency dealing with Indigenous Issues) of invading Indigenous lands; which are included in the list of properties embargoed by IBAMA (the Brazilian Environmental Agency); or which have been fined by State or Federal authorities for invading protected areas, will be removed from the COMPANIES' list of suppliers, at the moment in which the COMPANY becomes well aware of the facts. Those farms will only be accepted again after they have proved environmental damages have been repaired, have signed a Terms of Adjustment of Conduct (TAC), any applicable fines have been paid and can provide evidence of complying with current legislation established by the Ministry of Labour (MTE), the Public Prosecution Office (MPF), FUNAI, IBAMA, and others.

3. REJECTION OF SLAVERY WORK:

COMPANIES must sign and comply strictly with the National Pact against Slave Labour.

a) Farms engaged in slavery will be excluded from the COMPANIES' list of suppliers, at the moment in which the COMPANY becomes aware of the facts, for a two-year period and will only be accepted again after providing evidence of complying with current legislation established by the Ministry of Labour (MTE) and by the Public Prosecution Office (MPF).

4. REJECTION OF LAND GRABBING AND LAND CONFLICTS:

a) The COMPANY will remove from its list of suppliers (direct and indirect), at the moment in which the COMPANY becomes aware of the facts, those producers accused of land grabbing by the Public Prosecution Office (MPF) or by the relevant land authorities of Federal or State Governments, or those convicted of involvement in land conflicts based on the accusations of the Public Prosecution. Those farms will only be accepted again after they have signed the Terms of Adjustment of Conduct (TAC) or if the accusation has been dropped.

5. A MONITORABLE, VERIFIABLE AND REPORTABLE TRACKING SYSTEM:

Cattle and by-products shall only be supplied by farms or groups who

have formally committed to adopting a trustworthy tracking system which, apart from meeting current demands, also includes clear environmental criteria aimed at putting an end to deforestation.

a) Within the periods established in item 1.a) and 1.b) of this agreement, COMPANIES must obtain from their direct and indirect suppliers geographically-referenced polygons of rural properties taken with GPS equipment at an adequate scale, with clear definition of their limits and areas of use and non-use, together with recent satellite imagery of the farm's area.

b) COMPANIES will have to confirm that direct and indirect suppliers have their rural properties registered within six months and/or be in possession of the corresponding environmental permit in 24 months, which must be issued by State or Federal government, as long as there is no impediment of doing so due to the actions of third parties.

c) Within a period which must not exceed five years, COMPANIES will only accept as suppliers those rural producers who are able to prove they are in possession of legal land titles. All properties must present satellite imagery and geographically-referenced polygons taken with GPS equipment, showing the areas of use, legal reserve (RL) and protected areas.

d) COMPANIES must prove, in a way that can be monitored, verified and reported, the origin of all cattle products and by-products by means of reliable and internationally accepted tracking systems. They must also be able to prove that deforestation, slavery, invasion of indigenous lands and protected areas are not part of their supply chain.

e) COMPANIES must prove they have complied with the commitments in this document through an independent, respectable and internationally accepted auditing system.

6. IMPLEMENTATION OF THE SUPPLY CHAIN COMMITMENTS:

COMPANIES must inform their suppliers of all above requirements and must make clear that those which are not in accordance with these criteria will not be accepted as suppliers. A commission shall be constituted for monitoring and following-up the protocol hereafter signed with the aim of analyzing, studying and correcting the path of the sector towards the goal of zero deforestation. With these aims, the commission will meet every month with representatives of the cattle sector, NGOs, clients, financial system and government.

WHAT'S WORKING? WHAT'S NOT?

The agreement commits to strong environmental leadership and appears straightforward. However, implementation of the agreement has faced problems, delays and setbacks from the beginning. An example of these initial difficulties was that no group was formed to monitor the implementation of the agreement. However, the document signed by the slaughterhouses mandated audits of their operations as a way of contributing to the transparency of the agreement, including the adoption of Environmental Registration (CAR), as a criterion for purchase.

For Greenpeace, the only way over a period of six months, "to prove in a monitorable, verifiable and reportable manner that no rural property that has deforested in the Amazon biome after the date of reference of this agreement, directly supplying cattle for slaughter (fattening farm), is part of its supply list," is through mandatory adoption of the CAR, a state-level system that obliges farmers to make public the mapped borders of their properties, with the Secretary of the Environment for their state. This measure is also part of the settlement agreement for conduct signed by JBS (in Pará^{xxxviii}, Mato Grosso^{xxxix} and, finally, for the entire Amazon^{xl}), Marfrig (Mato Grosso^{xli}) and Minerva (Pará^{xlii}).

The timeframe for removing indirect suppliers (those who send cattle to other farms, which in turn sell to the slaughterhouses) that deforested was set for two years (October 2011).

Only with a CAR would it be possible to crosscheck data of new deforestation with the subsequent identification and application of fines for those responsible. Without it, the precise location of the farms, their area and operations, as well as their owners will continue to be hidden from society, the government and the clients of the slaughterhouses.

At the start of April 2010, six months after the adoption of the criteria, the slaughterhouses were unable to present the entire preliminary mapping of their direct clients, nor guarantee that they are purchasing exclusively from farms with CAR^{xliii}. They did, however, present significant advances in terms of putting together a monitoring process. A new deadline was agreed to by the slaughterhouses, their clients and Greenpeace to exclude all direct suppliers that did not comply with the agreement: 14 November, 2010. By then, the slaughterhouses had agreed to adopt a deforestation verification system that used the coordinates of the outline of the properties, which proved to be inefficient and difficult to operate.

According to data from Federal Public Prosecutor of Mato Grosso, JBS contravened their commitments 19 times^{xliiv} between January 2011 to May 2011. The investigation revealed that consumer companies with commitments to environmental and social responsibility cannot be assured that their products from JBS conform to their policies and commitments.

PURCHASE FROM EMBARGOED AREAS, INDIGENOUS LANDS AND SLAVE LABOUR

SUPPLYING FARM	MUNICIPALITY	SLAUGHTERHOUSE	NR OF ANIMALS SUPPLIED (Jan 11 - May 11)	NON-COMPLIANCE WITH CATTLE AGREEMENT
FAZENDA DAMARE	SÃO FÉLIX DO ARÁGUAIÁ	JBS - AGUA BOA	85	TI Maraiwatsede
FAZ. 2 IRMAOS	ALTO BOA VISTA	JBS - AGUA BOA	54	TI Maraiwatsede
FAZ. DOIS IRMAOS	SAO FELIX DO ARAGUAIA	JBS - AGUA BOA	72	TI Maraiwatsede
FAZ. ELO DE OURO	ALTO BOA VISTA	JBS - AGUA BOA	17	TI Maraiwatsede
FAZ. ESTRELA DO FONTOURA	SAO FELIX DO ARAGUAIA	JBS - AGUA BOA	18	TI Maraiwatsede
FAZ. FURNAS	SAO FELIX DO ARAGUAIA	JBS - AGUA BOA	34	TI Maraiwatsede
FAZ. MARURUNA	SAO FELIX DO ARAGUAIA	JBS - AGUA BOA	51	TI Maraiwatsede
FAZ. PONTALINA	SAO FELIX DO ARAGUAIA	JBS - BARRA DO GARCAS	34	TI Maraiwatsede
FAZ. RIACHO BONITO	ALTO BOA VISTA	JBS - AGUA BOA	180	TI Maraiwatsede
FAZ. SILVA	ALTO BOA VISTA	JBS - AGUA BOA	18	TI Maraiwatsede
FAZ. SOMBRA DA MATA	SAO FELIX DO ARAGUAIA	JBS - BARRA DO GARCAS	24	TI Maraiwatsede
FAZ. TRIANEIRA	ALTO BOA VISTA	JBS - AGUA BOA JBS - AGUA BOA	18 18	TI Maraiwatsede
FAZ:MATA VERDE	SAO FELIX DO ARAGUAIA	JBS - BARRA DO GARCAS	18	TI Maraiwatsede
FAZENDA AGUA FRIA	ALTO BOA VISTA	JBS - AGUA BOA	36	TI Maraiwatsede
FAZENDA CATUABA DO FONTOURA	SAO FELIX DO ARAGUAIA	JBS - AGUA BOA	36	TI Maraiwatsede
		Total of animals supplied	713	
SUPPLYING FARM	MUNICIPALITY	SLAUGHTERHOUSE	NR OF ANIMALS SUPPLIED (Jan 11 - May 11)	NON-COMPLIANCE WITH CATTLE AGREEMENT
FAZENDA SAO LUCAS	RONDOLANDIA	JBS - SAO JOSE DOS QUATRO MARCOS	144	Slavery
		Total of animals supplied	144	
SUPPLYING FARM	MUNICIPALITY	SLAUGHTERHOUSE	NR OF ANIMALS SUPPLIED (Jan 11 - May 11)	NON-COMPLIANCE WITH CATTLE AGREEMENT
FAZ. SAO SEBASTIAO DA GOIANA	SAO JOSE DO XINGU	JBS - BARRA DO GARCAS	90	Embargo IBAMA
FAZENDA VISTA ALEGRE	ALTA FLORESTA	JBS - ALTA FLORESTA	120	Embargo IBAMA
SITIO TOMAZELI I	NOVA BANDEIRANTES	JBS - ALTA FLORESTA	22	Embargo IBAMA
		Total of animals supplied	232	
		Total of animals supplied	1089	

Source: Federal Public Prosecutor of Mato Grosso. http://noticias.pgr.mpf.gov.br/noticias/noticias-do-site/copy_of_pdfs/jbs_tabela_dados.pdf

WHAT GREENPEACE WANTS

The following actions are essential to ensure consumer products from cattle in Brazil, particularly from companies listed in this report, are deforestation free.

From Slaughterhouses:

- The 2009 Cattle Agreement, The Minimum Criteria for Cattle Operations in the Amazon Biome, fully implemented by JBS and other signatory Brazilian beef and leather producers;
- Commercial relationships with farms exposed in this publication must be immediately terminated by JBS and other signatory Brazilian beef and leather producers;
- JBS and other signatory Brazilian beef and leather producers, in collaboration with their clients, create and implement a transparent and efficient monitoring methodology and audits for the implementation of the commitments;
- JBS and other signatories of the 2009 Cattle Agreement publicly support strong comprehensive laws that seek to decrease and eliminate deforestation caused by cattle ranching in Brazil.

From the consumer companies:

- Work with suppliers to ensure more transparent monitoring of cattle purchases from farm to slaughterhouse, including collaboration on Terms of Reference for the slaughterhouse agreement audits;
- Implement environmental procurement policies;
- Support legislative measures in Brazil that legalize/institutionalize the goals of the agreement.

From Brazilian government:

- Avoid changes to the Forest Code that would increase deforestation or grant amnesty for past illegal deforestation;
- Take administrative measures immediately to increase farms environmental registration and proper environmental licensing;
- Take immediate measures to remove illegal farms from the Mairawatsede indigenous land.



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ENDNOTES

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- [XLIV] Site do Ministério Público Federal do Mato Grosso, acessado em 18/10/11: <http://www.prmt.mpf.gov.br/noticias/carne-ilegal-mpf-notifica-maior-frigorifico-do-mundo-por-descumprir-acordo-pela-pecuaria-sustentavel>. http://noticias.pgr.mpf.gov.br/noticias/noticias-do-site/copy_of_pdfs/jbs_tabela_dados.pdf

GREENPEACE

Greenpeace is an independent global campaigning organisation that acts to change attitudes and behaviour, to protect and conserve the environment and to promote peace.

Greenpeace is committed to stopping climate change.

We campaign to protect the world’s remaining ancient forests and the plants, animals and peoples that depend on them.

We investigate, expose and confront the trade in products causing forest destruction and climate change.

We challenge governments and industry to end their role in forest destruction and climate change.

We support the rights of forest peoples.



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